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## RECENT CASE NOTES

**ALIENS—EXEMPTION OF NON-DECLARANT ALIENS FROM DRAFT—STATUTORY CONSTRUCTION—ADMINISTRATIVE LAW.**—The petitioner, a non-declarant alien, having failed to file his claim for exemption under the Selective Draft Act within the time allowed by the regulations, was certified for military service by a local draft board, and sued out a writ of habeas corpus, on the ground of alienage, to obtain his release from military custody. *Held*, (1) that the writ would issue, the petitioner being absolutely excluded from service under the Act and not merely conditionally subject to exemption; and (2) that as the draft board, an administrative board with quasi-judicial functions, had acted in excess of its jurisdiction, its decision was void. *Ex parte Beck* (1917, D. Mont.) 245 Fed. 967. *Contra*, on the first point, *United States v. Finley* (1917, S. D. N. Y.) 245 Fed. 871; *Ex parte Hutflis* (1917, W. D. N. Y.) 245 Fed. 798.

The complainant, alleging that he was a non-declarant alien, asked an injunction restraining the military authorities from certifying him for military service, the local and district boards having found on the facts adversely to his claim of alienage. *Held*, that in the absence of a denial of due process in the hearing of his claim for exemption, the finding of the district board was final. *Angelus v. Sullivan* (1917, C. C. A. 2d) 246 Fed. 54. See COMMENTS, p. 683.

**BILLS AND NOTES—NOTE SIGNED IN REPRESENTATIVE CAPACITY—EFFECT OF DISCLOSING PRINCIPAL.**—The trustees of a church gave a note to A, reading "we promise to pay," etc., and signed by the trustees in their own names, with the words "trustees A. M. E. Zion Church" after their signatures. The note was endorsed in blank by A. The plaintiff, a subsequent holder, sued both the church and the trustees as individuals. *Held*, that under section 20 of the Negotiable Instruments Law, since the principal was disclosed, the note was on its face the obligation of the church, and the individual defendants were not liable if in fact authorized to bind the church. *Wilson v. Clinton Chapel Afr. M. E. Zion Church* (1917, Tenn.) 198 S. W. 244. See COMMENTS, p. 686.

**BILLS AND NOTES—NOTE SIGNED IN REPRESENTATIVE CAPACITY—EXTRINSIC EVIDENCE OF INTENTION.**—The defendants, in fact trustees of a church and authorized to bind the church, gave a note to the plaintiff, reading "we promise to pay," etc., and signed by the defendants in their own names, with the word "trustee" after each name. There was nothing else on the face of the instrument to indicate that it was other than the personal note of the signers. The plaintiff sued the defendants personally on the note. *Held*, that under the Negotiable Instruments Law the defendants were entitled to show by extrinsic evidence, as a defense against personal liability, that the note was given and accepted as the note of the church, and not of the individual signers. *G. C. Riordan & Co. v. Thornsburg* (1917, Ky.) 198 S. W. 920. See COMMENTS, p. 686.

**CARRIERS—REASONABLE REGULATIONS AS TO PASSENGERS—"LADIES FIRST."**—A special car belonging to the defendant stopped in front of a crowd of factory hands. An inspector of the defendant, who was in charge of the car, stood at the steps and directed that women should be allowed to get on first. The plaintiff disobeyed this direction and mounted the steps, whereupon the inspector